

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION OF PAID UP OIL AND GAS LEASE

Reference is hereby made to that certain Paid Up Oil and Gas Lease ("Subject Lease") by and between the undersigned Cattlemen's Holding Company, Inc., as Lessor, and Dale Property Services, L.L.C., 2100 Ross Avenue, Suite 8700, LB-9, Dallas, Texas 75201, as Lessee, recorded in the Real Property Records of Tarrant County, Texas on July 2, 2008, Document No. D208255175.

WHEREAS, the Subject Lease has been included in the following conveyances:

Conveyance by and between Dale Property Services, L.L.C. as grantor and Chesapeake Exploration Limited Partnership (now Chesapeake Exploration, L.L.C. by merger) as grantee recorded as Document No. D208339374, Real Property Records, Tarrant County, Texas.

Partial Assignment by and between Chesapeake Exploration, L.L.C. as assignor and Total E&P USA, Inc. as assignee recorded as Document No. D210019134, Real Property Records, Tarrant County, Texas.

WHEREAS, the aforementioned assignees and grantees are collectively referred to as "Assignees."

WHEREAS, the legal description on the Subject Lease mistakenly described the following tract of land:

All of Lots 43 and 44 and portions of Lot 41 and 42 in Block 218 of Googins Subdivision of Block 217 and 218 of North Fort Worth Addition, now in the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 106, Page 111, of the Plat Records, Tarrant County, Texas (.2137 acres);

Whereas, Lessor and Assignees desire to execute this instrument in order to correct the aforementioned mistake;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Assignees do hereby correct and amend the Subject Lease by correcting the legal description thereon as follows:

All that tract conveyed by Deed dated February 26, 1980, recorded in Volume 6940, Page 1691 of the Tarrant County Deed Records from Roach Properties Inc. to Cattlemen's Incorporated.

FURTHERMORE, the Lessor does hereby grant, demise, lease and let unto Assignees the acreage as described above, as amended, subject to and in accordance with all of the terms and provisions of said Subject Lease.

It is understood and agreed by all parties hereto that in all other respects, said Subject Lease and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm said Subject Lease as hereby amended.

This Correction of Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

Executed this _____ day of _____, 2010, but for all purposes, to be effective as of the 19th day of June 2008.

LESSOR:

Cattlemen's Holding Company, Inc.

By: Cattlemen's Holding Company, Inc.
By: A. C. [Signature], as the
President of
Cattlemen's Holding Company, Inc.


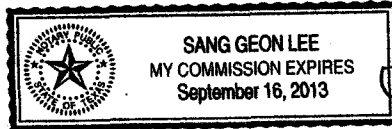
ASSIGNEES:

Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partnership

By: [Signature]
Henry J. Hood, Senior Vice President

Land and Legal & General Counsel**Total E&P USA, Inc., a Delaware corporation**By: **Eric Bonnin****Its: Vice President- Business Development and Strategy****ACKNOWLEDGMENTS****STATE OF TEXAS §****§****COUNTY OF TARRANT §**

This instrument was acknowledged before me on the 29 day of July, 2010 by Antonio Capaccioli,
as the President of Cattlemen's Holding
Company, Inc.


Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF OKLAHOMA

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§
§

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this 8th day of September, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., and successor by merger to Chesapeake Exploration Limited Partners, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.



Keasha Houser

Notary Public, State of Oklahoma

Notary's name (printed):

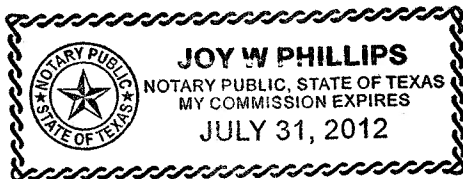
Notary's commission expires:

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 24th day of September, 2010, by Eric Bonnin as Vice President - Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.



[Signature]

Notary Public, State of Texas

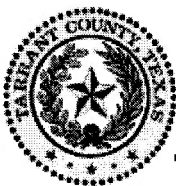
Notary's name (printed):

Notary's commission expires:

D
Dale Property Services
Attn: Jackie Ward
500 Taylor St., Suite 600
Annex Building
Fort Worth, Texas 76102

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES
500 TAYLOR ST STE 600
FT WORTH, TX 76101

Submitter: DALE RESOURCES LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/25/2010 2:41 PM

Instrument #: D210263609

LSE

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PGS

\$28.00

By:

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210263609

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL